

\* The filing referenced below was submitted prior to notification via fax of the \$50 filing fee instead of the \$25 fee. As requested, attached is a check in the amount of \$25 to cover the remaining balance due in order to file this Amendment to Interconnection Agreement.\*



James B. Wright  
Senior Attorney

Thank you  
Susan Medlin  
1411 Capital Boulevard  
Wake Forest, North Carolina 27587-5900  
Telephone: 919-554-7587  
Fax: 919-554-7913

REC'D TN  
REGULATORY AUTH  
JUN 27 PM 3 2  
OFFICE OF THE  
EXECUTIVE SECRETARY

June 20, 2000

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

00-00546

Re: Interim Amendment to Interconnection Agreement between  
United Telephone-Southeast and N.A. Communications

Dear Mr. Waddell:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of an Interim Line Sharing Amendment to an Interconnection Agreement between United Telephone-Southeast, Inc. and N.A. Communications.

Also enclosed is a check for the \$25.00 filing fee. Please contact me or Laura Sykora if you have any questions.

Sincerely yours,

A handwritten signature in cursive script that reads 'James B. Wright'.  
James B. Wright

JBW:sm

Enclosures

cc: Dennis Wagner  
Laura Sykora  
Kave Odum  
Don Horton  
Vincent Williams (w/enclosure)

#18091



James B. Wright  
Senior Attorney

REC'D TN  
REGULATORY AUTH.  
14111 Capital Boulevard  
Wake Forest, North Carolina 27587-5900  
Telephone: 919-554-7587  
Fax: 919-554-7911

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JUN 27 PM 3 35

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460 James Robertson Parkway  
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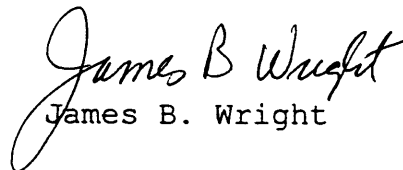
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James B. Wright

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Enclosures

cc: Dennis Wagner  
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#18091

BEFORE THE  
TENNESSEE REGULATORY AUTHORITY

REC'D TN  
REGULATORY AUTH.  
JUN 27 PM 3 35

OFFICE OF THE  
EXECUTIVE SECRETARY

IN RE: Petition for Approval of an )  
Interim Line Sharing Amendment to )  
Interconnection Agreement Negotiated )  
between United Telephone-Southeast, )  
Inc. and NA Communications, Inc. )

Docket No.

0000546

PETITION

COMES NOW, United Telephone-Southeast, Inc. ("United"), and files this request for approval pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), of an Interim Line Sharing Amendment signed June 9, 2000 ("Amendment") to an Interconnection and Resale Agreement (the "Agreement") between United and NA Communications, Inc. ("NA Communications"), which Agreement was previously approved by the Tennessee Regulatory Authority ("TRA"), by Order Dated October 13, 1999 in Docket No. 99-00617. In support of this request, United shows the following:

1. United and NA Communications have successfully negotiated the Amendment which provides for line sharing of United's facilities. A copy of the Amendment is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Amendment to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between United and NA Communications within 90 days of its submission. The Act provides that the

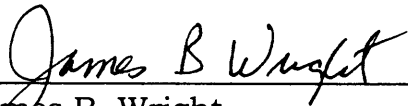
TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. United avers that the Amendment is consistent with the standards for approval. The approval of said Amendment provides for an alternative source of services to be provided by NA Communications and thus benefits the public.

5. Pursuant to Section 252(i) of the Act, once this Amendment is approved, United will make the terms and conditions of the Amendment available to any other requesting telecommunications carrier.

United respectfully requests that the Tennessee Regulatory Authority approve the Amendment negotiated between these parties.

Respectfully submitted,  
United Telephone-Southeast, Inc.

By:   
James B. Wright  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900  
919/554-7587

This 20th day of June, 2000.

MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT  
INTERIM LINE SHARING AGREEMENT AMENDMENT

This Interim Line Sharing Agreement Amendment ("Agreement") between United Telephone - Southeast, Inc. ("Sprint") and NA Communications ("CLEC") is entered into and effective this 5<sup>th</sup> day of June, 2000. This Agreement is effective as of the date referenced in the preceding sentence, unless prior state regulatory approval is required, and will terminate when a permanent line sharing amendment to the Master Interconnection and Resale Agreement between Sprint and CLEC dated 11/5/98 ("Existing Interconnection Agreement") is approved by the Tennessee Regulatory Authority ("Commission") or the expiration date of the Existing Interconnection Agreement between Sprint and CLEC, which ever is earlier. Sprint and CLEC are referred to in this Agreement individually as a "Party" or collectively as the "Parties".

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. The definitions set fourth in the Existing Interconnection Agreement are incorporated herein by reference. Additional definitions are as follows:
  - 1.1. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
  - 1.2. "High Frequency Spectrum Unbundled Network Element ("HFS UNE")" is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
  - 1.3. A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
2. Loop Frequency Unbundling - General Provisions
  - 2.1. Sprint shall make available as a separate unbundled network element the HFS UNE for line sharing by CLEC. Prices for each of the separate

components offered in association with the HFS UNE are set forth in Attachment 1 to this Agreement unless otherwise noted.

- 2.2. Pursuant to FCC rules and orders as applicable under the provisions of Paragraph 8.1 of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible remote terminal in the outside loop plant, subject to the execution by CLEC of a collocation agreement and the availability of space.
- 2.3. Sprint shall make the HFS UNE available to CLEC in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.
  - 2.3.1. Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.
  - 2.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Attachment 1 at CLEC's expense.
- 2.4. Reverse ADSL Loops. All CLEC ADSL Transmission Units attached to Sprint's network, including those integrated into DSLAMs, should either reside within a Sprint host or remote central office. If an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 2.5. In the event that the End User being served by CLEC via HFS UNE terminates its Sprint-provided analog circuit-switched voice band service, or when Sprint provided analog circuit switched voice band service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that End User. If CLEC notifies Sprint that it chooses this option, CLEC and Sprint shall cooperate to transition DSL service from the HFS UNE to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If CLEC declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.
- 2.6. Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:
  - 2.6.1.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and

- 2.6.1.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in the Existing Interconnection Agreement (excluding conditioning charges).
- 2.7. If facilities do not exist and the End User being served by CLEC via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by CLEC over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to CLEC prior to disconnection.
- 2.8. Sprint will offer as a UNE or a combination of UNEs, line sharing over fiber fed loops, including loops behind DLCs, under the following conditions:
- 2.8.1. Sprint must first have deployed the applicable technology in the Sprint Network and be providing service to its End Users over such facilities employing the technology;
- 2.8.2. There must be a finding that the provision of High Frequency Spectrum Network Element in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Act.
- 2.8.3. The pricing as set forth in this Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.
3. Information to be Provided
- 3.1. In connection with the provision of HFS UNE, Sprint shall provide to CLEC:
- 3.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
- 3.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
- 3.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

- 3.2. In connection with the provision of HFS UNE, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
- 3.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
  - 3.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
  - 3.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

3.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

#### 4. Conditioning, Testing, Maintenance

- 4.1. Sprint will condition loops at the request of CLEC. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Attachment 1. Conditioning charges apply to all loops irrespective of the length of the loop. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.
- 4.2. If Sprint declines a CLEC request to condition a loop and Sprint is unable to satisfy CLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voiceband services.
- 4.3. If CLEC requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Attachment 1 to this Agreement. Non-standard



non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in Section 3.2 above are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.

- 4.4. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the CLEC to deploy the testing capability for its own specialized services. If CLEC requests testing other than basic installation testing as indicated above, Sprint and CLEC will negotiate terms and charges for such testing.
- 4.5. In the event both Sprint's analog circuit-switched voice services and the CLEC's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to the CLEC. Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Sprint and CLEC.

## 5. Deployment and Interference

- 5.1. In providing services utilizing the High Frequency Spectrum Network Element, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 5.2. Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:
  - 5.2.1. complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
  - 5.2.2. is approved by an industry standards body, the FCC, or any State Commission or;
  - 5.2.3. has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 4.2.3, the

burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

- 5.3. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the CLEC and give them a reasonable opportunity to correct the problem. CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the CLEC are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the CLECs technology is the cause of the interference, the CLEC will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
  - 5.4. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
  - 5.5. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.2, the degraded service shall not prevail against the newly deployed technology.
  - 5.6. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
6. Splitters
- 6.1. In providing access to the High Frequency Spectrum Network Element, CLEC will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and CLEC negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from the CLEC DSLAM (Sprint analog voice input to the splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. Prices for these services are reflected in Attachment 1. Sprint will provide and, if requested, install the cabling from the CLEC collocation area to Sprint's

distribution frame and be reimbursed, as applicable, per the normal collocation process, except that no charges shall apply for any reassignment of carrier facilities ("CFA") or reduction of existing facilities. CLEC will make all cable connections to their equipment.

## 7. Forecast

- 7.1. CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by CLEC that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall CLEC specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.
- 7.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.
- 7.3. Each Party shall provide a specified point of contact for planning purposes.

## 8. Modification

- 8.1. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 8.2. Section 8.1 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement.

Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

9. Other

- 9.1 Each Party, whether a CLEC or Sprint, agrees that should it cause any non- xDSL technologies not presumed acceptable pursuant to 5.2 to be deployed or used in connection with or on Sprint facilities, that Party will pay all direct damages associated with any service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 9.2 Sprint and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before industry forums, state or federal regulatory or legislative bodies, or courts of competent jurisdiction. This clause includes but is not limited to: (a) the positions Sprint or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that Sprint or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which Sprint must provide CLEC with access to the HFS UNE.
- 9.3 All of the provisions in the Existing Interconnection Agreement between Sprint and CLECs are incorporated by reference into this Agreement.
- 9.4 This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.
- 9.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Agreement may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.

Except as amended herein, the Existing Interconnection Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties thereto have caused this Agreement to be executed by their respective duly authorized representatives.

**"Sprint"**

[United Telephone-Southeast, Inc.]

By: \_\_\_\_\_

Name

(typed):

William E. Cheek

Title:

Vice President - Sales &  
Account Management

Date:

6/9/00

**"CLEC"**

[NA Communications ]

By: \_\_\_\_\_

Name

(typed):

Cathy J. Davis

Title:

President

Date:

6/5/00

<b>Product</b>		<b>Tennessee</b>	
		<b>Recurring</b>	<b>NRC</b>
		<b>Rate</b>	<b>Rate</b>
<b>LINE SHARING</b>			
Per Loop OSS MCR		\$0.76	
3 Jumper			\$19.55
4 Jumper			\$25.41
<b>PRE-QUALIFICATION</b>			
Loop Inquiry			\$30.49
<b>LINE CONDITIONING Charges</b>			
<b>Loops xDSL Capable</b>			
The following charges applies to all xDSL capable loops that are shorter than 18,000 feet . Separate Engineering and Travel charges DO NOT apply as these costs select 25 pair economies.			
<b>Load Coil Removal</b>			\$1.30
<b>LINE CONDITIONING per Location</b>			
Engineering Charge - one per loop conditioned below			\$30.29
Trip Charge - one per loop conditioned below			\$12.34
<b>Load Coil Removal; Loops Over 18K Feet</b>			
Unload cable pair, UG, loop, per location			\$299.69
Unload add'l cable pair, UG, same time, location & cable, loop			\$1.74
Unload cable pair, AE, loop, per location			\$28.19
Unload add'l cable pair, AE, same time, location & cable, loop			\$1.68
Unload cable pair, BU, loop, per location			\$28.19
Unload add'l cable pair, BU, same time, location & cable, loop			\$1.68
<b>Remove Bridged Tap</b>			
Remove Bridged Tap, UG, per location			\$298.30
Remove one (1) add'l Bridged Tap, UG, same time, location & cable			\$0.35
Remove Bridged Tap, AE, per location			\$26.82
Remove one (1) add'l Bridged Tap, AE, same time, location & cable			\$0.32
Remove Bridged Tap, BU, per location			\$26.82
Remove one (1) add'l Bridged Tap, BU, same time, location & cable			\$0.32
<b>Remove Repeaters</b>			
Remove Repeater, UG, per location			\$298.30
Remove add'l Repeater, UG, same time, location & cable			\$0.35
Remove Repeater, AE, per location			\$26.82
Remove add'l Repeater, AE, same time, location & cable			\$0.32

Remove Repeater, BU, per location			\$26.82
Remove add'l Repeater, BU, same time, location & cable			\$0.32
<b>Loop Tag</b>			
Flat Rate Labor Charge one to four lines on the same order			\$40.00
Additional lines in increments of four lines on the same order			\$40.00
<b>Trouble Isolation and Testing</b>			
			\$72.82